

**SPECIAL MEETING OF THE TOWN BOARD
PALMYRA TOWN HALL
August 7, 2018**

At 7:00 p.m., Supervisor Ken Miller called to order the Special Town Board meeting, scheduled for Tuesday, August 7, 2018, at the Palmyra Town Hall, 1180 Canandaigua Rd, Palmyra, New York.

Supervisor Miller led those present in the Pledge of Allegiance to the Flag.

Upon roll call, the following Board members were present:

Supervisor Kenneth Miller
James Welch, Deputy Supervisor
Todd Pipitone, Councilman

Michael Lambrix and Bradley Cook, Councilmen, were both absent.

After the request to meet was made at the July 26, 2018 meeting, the following legal notice was run in the Times of Wayne County, and posted as required by law:

**LEGAL NOTICE
TOWN OF PALMYRA
NOTICE OF SPECIAL MEETING**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Palmyra will conduct a Special Meeting to discuss and possibly vote on a proposed amended agreement with the Village regarded Code Enforcement on August 7, 2018, 7:00 PM at the Palmyra Town Hall, 1180 Canandaigua Rd, Palmyra, New York.

FURTHER NOTICE IS HEREBY GIVEN, that this special meeting is called to transact business related to the above topic, as well as any other business that may come before the Town Board.

Dated: July 30, 2018
Irene E. Unterborn
Palmyra Town Clerk

ATTENDANCE

There were no members of the community in attendance.

HEARING

There was no official hearing this evening.

COMMUNICATIONS / PUBLIC INPUT

The Supervisor informed the board that the Sheriff Department is having its 5th Annual Steak Roast Fundraiser on September 29, 2018 to raise money for the K-9 Unit. For tickets call (585)739-9910.

Also, a copy of the SEQR for the water replacement line running from Canandaigua was received by the Supervisor. **ATTACHMENT A**

Reports of Standing Committees MONTHLY DEPARTMENT REPORTS WILL BE GIVEN AT AUGUST 23rd MEETING

Supervision---Animal Control, Historian, Budget & Finance: Kenneth Miller, Chairman

1. Budgets: Book Keeper Anderson will be sending out budget sheets to the department heads for 2019. It will be asked that preliminary budgets be completed by department heads and reviewed by board liaison by August 24th. Mr. Miller asked that for budget 2019 purposes only, Mr. Pipitone meet with the Assessor's office, and Mr. Lambrix with Code Enforcement.

2. Property Behind Town Hall: Supervisor Miller spoke with Reverend Brassler from the Palmyra Bible Baptist Church, about obtaining the acreage behind the town hall. The value is approximately \$13,000.00. Discussion ensued, and a vote will be taken later in the evening.

Human Services: Town Clerk, Archives, and Town Hall Facility - Councilman Bradley Cook - *ABSENT*

Public Works: Highway Department, Equipment and Facilities - Councilman James Welch

Nothing to report at this time other than the Highway Facility project is moving along nicely.

Town Development: IT & Phones, Fire Protection Contracts, and Strategic Plans - Councilman Todd Pipitone

Nothing to report at this time.

Government Operations: Assessor, Youth & Aging, Code Enforcement /Planning Board, and Justices Councilman Michael Lambrix - *ABSENT*

Agenda Items

1. Approve: Exchange of \$13,000.00 for 3.3 acres of Land behind the Palmyra Town Hall: Approve the exchange of \$13,000.00 for approximately 3.3 acres of land from the Palmyra Bible Baptist Church, located east and behind the Town Hall. The town would agree to pay any legal fees, survey, and court costs, and will only be acted upon if approved by both parties.

Further discussion ensued, and Councilman Welch made the motion to table this decision.

Second: Todd Pipitone Vote: 3 Ayes. Carried

2. Approve: Amended Intermunicipal Agreement for Administration, Maintenance, and Repair of Village Highway System: Councilman Welch made the motion to approve the Supervisor to sign the amended Intermunicipal Agreement for Administration, Maintenance and Repair of the Village Highway System, as written:

Todd Pipitone seconded, and a roll call vote was requested.

Councilman Welch Aye
Councilman Pipitone Aye
Supervisor Miller Aye

Vote: 3 Ayes. Carried

**AMENDED INTERMUNICIPAL AGREEMENT
FOR ADMINISTRATION,
MAINTENANCE AND REPAIR
OF VILLAGE HIGHWAY SYSTEM**

THIS AGREEMENT made this ____ day of _____, 2018, by and between:

The Village Board of the Village of Palmyra, a municipal corporation with principal address of 144 East Main Street, Palmyra, NY 14522, hereinafter referred to as the "Village," and

The Town Board of the Town of Palmyra, a municipal corporation with principal address at 1180 Canandaigua Road, Palmyra, NY 14522, hereinafter referred to as the "Town." This Agreement was amended by the approval of the Village Board of the Village of Palmyra on the ____ day of _____, 2018 and the Town Board of the Town of Palmyra on the ____ day of _____, 2018 as required by the terms of the original Agreement.

WITNESSETH

WHEREAS, the existing content dated May 31, 2013 was reviewed for a four year period June 1, 2013 and tentatively May 31, 2017. That agreement was amended but the termination date was not amended.

WHEREAS, the Town and Village have found economies and efficiencies resulting from such Intermunicipal Agreement in the best interests of both the Town and Village and mutually advantageous, and desire to enter into the Intermunicipal Agreement for the same purposes; and

WHEREAS, the Town and Village are authorized to enter into a Cooperative Agreement pursuant to article 5-G of the General Municipal Law of the State of New York for the Town to provide highway department superintendence and related services to the Village; and

WHEREAS, the Town and Village have reached an Agreement as to the terms and conditions of the Intermunicipal Contract terminating on May 31, 2017; and

WHEREAS, the parties wish to enter into a new contract continuing Intermunicipal cooperation from June 1, 2017 to May 31, 2021, memorializing their understanding, expectations, and representation as to their agreement; and

WHEREAS, the respective governing Boards of the Town and Village have, by a majority vote, approved the actions set forth in this Agreement and have approved the execution thereof by its appropriate executive officer;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, the Town and Village agree as follows:

1. General Agreement:

(a) During the term of this agreement the Town Highway Superintendent shall manage and supervise the Village highway department utilizing existing forces, machinery, and equipment, and incurring such expenditures as authorized by the Village Board and consistent with the Village budget adopted pursuant to Village Law, to the extent funds and manpower are made available. The Town Highway Superintendent's performance of these duties shall not interfere with the Town Highway Superintendent's obligations to the Town.

(b) The Town Highway Superintendent shall be responsible for (i) managing and scheduling the use and maintenance of all Village vehicles and equipment deployed for Village highway department use and (ii) managing and supervising the Village employees deployed to the Village highway department.

(c) The Town Highway Superintendent shall be responsible for overseeing that the Village vehicles and equipment are maintained in good operational order. All invoices for repairs and maintenance ordered by the Town Highway Superintendent shall be submitted to the Village Clerk-Treasurer for payment.

(d) The Village shall retain financial and operational responsibility for scheduling deployment and maintenance of equipment used primarily by the Village Parks Department, including lawn mowers and similar types of small equipment.

(e) The Town and Village shall remain responsible for their own equipment purchases, and any funds realized from the sale of such equipment shall be retained by the municipality owning such equipment. If the Town and Village should jointly purchase a piece of equipment if it is sold, the net proceeds of sale after expenses shall be divided in proportion to the percentage of the purchase price paid by each.

(f) It is contemplated that there may be times when equipment and/or personnel of one municipality may be used in performance of services to another municipality. To the extent such services are not required under the contract, or otherwise included in the

Town's customary services to the Village, the parties agree that a record of hours and expenses involved in performing such services shall be kept and the municipality that performed such services shall be reimbursed for the actual labor costs and expenses incurred by the municipality in performing such services. A quarterly accounting shall be rendered by each municipality to the other on a schedule to be agreed upon, with any payment to be made in the form of in-kind services to be agreed upon by the parties. At the end of the contract period all accounts, unless renewed, shall be balanced and any outstanding obligations paid in cash.

2. Duration:

This Agreement shall be continued to May 31, 2021.

3. Operational Planning and Budget:

The Town Highway Superintendent shall develop, in cooperation with Village officials, long term plans for street/sidewalk improvements, maintenance, and repairs of infrastructure, as well as preparing a budget submission for highway purposes in time for adoption in each Village budget year covering the terms of this agreement.

4. Joint Board:

The activities set forth in this Agreement shall be monitored on a day-to-day basis by a joint board made up of the Village Trustee in charge of highway and his/her elected counterpart from the Town, which shall meet with the Town Highway Department Superintendent at least monthly. However, no change may be made to the terms of this agreement, except by majority vote of the governing body of each participating municipality followed by the execution of a written addendum to this Agreement.

(a) The Village hereby agrees to pay the Town for services provided for under section 1(a) and (b) of this Agreement the sum of Twenty Five Thousand Six Hundred Twenty Five and 00/100 Dollars (\$25,625.00) for the fiscal year June 1, 2017 till May 31, 2018, Twenty Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$27,250.00) for the fiscal year June 1, 2018 till May 31, 2019, Twenty Eight Thousand Eight Hundred Seventy Five and 00/100 (\$28,875.00) for the fiscal year June 1, 2019 till May 31, 2020, and Thirty Thousand Five Hundred and 00/100 (\$30,500.00) for the fiscal year June 1, 2020 till May 31, 2021. The Village may elect to pay the sum to be paid to the town either by:

(1) Paying the entire amount due in the fiscal year within 30 days of the commencement of the fiscal year, or

(2) Paying monthly, not later than the 15th day of the month one twelfth of total amount to be paid in the fiscal year.

(a) In 2017-2018 – the monthly amount would be two thousand one hundred five 41/100 dollars (\$2135.41).

(b) In 2018-2019 – the monthly amount would be two thousand two hundred ninety one 67/100 dollars (\$2270.83).

(c) 2019-2020 – the monthly amount would be two thousand three hundred fifty six 25/100 dollars (\$2406.25).

(d) 2020-2021 – the monthly amount would be two thousand five hundred forty one 67/100 dollars (\$2541.67).

(3) (a) The Town agrees to increase the salary of the current Highway Superintendent at the rate of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) per year commencing June 1, 2017. During the term of this Agreement, the parties agree from One Thousand Six Hundred Twenty Five and 00/100 Dollars (\$1,625.00) that Three Hundred Seventy Five and 00/100 Dollars (\$375) in each year will be used to cover the additional cost to the Town in increasing the salary of the Highway Superintendent.

(b) Each year that this contract is in effect, the Village shall pay to the Town the sum of eleven thousand 00/100 Dollars (\$11,000.00), for 4400 square feet at \$2.50 per sq foot, for rent of a portion of the Town and Village highway facilities.

The Village will make this payment prior to July 1 of each year. This rental fee replaces the \$4,500.00 the Village of Palmyra previously paid to the Town Of Palmyra.

The parties will agree to meet 90 days before the agreement expires in May 31st, 2021 to discuss any further negotiations, and or rental fees.

The "maintenance" fee has been terminated as of June 30, 2018. When the facility is completed and ready for rental purposes, it is agreed by both parties that the rental charge of \$916.67 per month (\$11,000.00/12= \$916.67) be paid by the Village to the Town of Palmyra.

5. Indemnification and Insurance:

(a) The Village agrees to indemnify, defend and hold harmless the Town and its Highway Superintendent from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of the Town, its agents, employees, invitees, and those under its control with respect to all matters covered under this agreement. The Town shall add the Village as an additional insured on its liability policy, which shall remain in full force and effect during the term of this agreement.

(b) The Town agrees to indemnify, defend and hold harmless the Village from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of the Village, its agents, employees, invitees and those under its control with respect to all matters covered under this agreement. The Village shall add the Town and its Highway Superintendent as additional insureds on its liability policy, which shall remain in full force and effect during the term of this agreement.

6. The parties hereto incorporate and reaffirm all of the terms and conditions of the previous Intermunicipal Contract which have not been amended or modified herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year first above written.

3. Approve: Allow Supervisor to sign an amendment to the Intermunicipal Agreement for Administration and Enforcement of Zoning and Building Codes and Planning Services: Councilman Pipitone made the motion to allow the Supervisor to sign an amendment to the Intermunicipal Agreement for Administration and Enforcement of Zoning and Building Codes and Planning Services, terminating such shared services between the Town and Village, as follows, and the Town Clerk reminded the board that the village code records would not be handed over until full payment was made, and proof of Village Code Enforcement standing was received from New York State, as stated in the amended contract :

Jim Welch seconded, and a roll call vote was requested.

Councilman Welch	Aye
Councilman Pipitone	Aye
Supervisor Miller	Aye

Vote: 3 Ayes. Carried

AGREEMENT made this ____ day of _____, 2018 by and between Village Board of the Village of Palmyra, a municipal benefit corporation with an office at 144 East Main Street, Palmyra, NY 14522 (herein referred to as the "Village") and the Town of Palmyra, a municipal benefit corporation with an office at 1180 Canandaigua Road, Palmyra, NY 14522 (herein referred to as the "Town").

Recitations:

WHEREAS,

I. The parties hereto entered into an Intermunicipal Agreement for Administration and Enforcement of Zoning and Building Codes and Planning Services dated November 18, 1996 (herein referred to as the "Agreement").

A) The Agreement stated the parties would create a common Building Department and share services and expenses. The Village reserved functions and law enforcement continue to be enforced by to the Police Department of the Village of Palmyra.

B) The Agreement provided that staffing would be provided by persons to be employees of the Town of Palmyra and as such would receive pay and benefits that were currently available to Town employees.

C) Employees of the Town performing services for the Building Department in the Village would be considered duly appointed officials of the Village.

D) The municipalities reserved right and responsibility to direct and determine the administration and enforcement of the laws, codes and rules and regulations within their respective jurisdiction.

E) The term of the Agreement provided for five periods and renewals terminating December 31, 2008.

F) The Agreement provided for a budget for the building Department and provided a formula for cost shared by the parties to wit the Town 65% and the Village 35%.

G) The Agreement provided that it could be terminated in any year at the end of that year by either party giving advance notice of termination prior to July 1 of the calendar year in which the year of the termination is desired.

II. The Agreement was amended by the Parties on April 5, 2004.

A) The Agreement amended the share of each party and provided the Town would pay 60% and the Village would pay 40% and provided for an adjustment based on net cost.

B) The Amendment changed the terms to end December 31, 2005.

III. The Agreement was amended by a Second Amendment dated 2005.

A) The Amendment extended the Agreement for the year 2006.

B) The Amendment provided that each party would pay 50% of the net cost.

IV. The Agreement was further amended by the parties by a Third Amendment dated October 16, 2006.

A) The Amendment provided that it would run for three (3) years terminating on December 31, 2009.

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B) The Amendment contained the shared expenses at 50% of the net cost plus provided that the Village would pay \$100 a month toward a new vehicle for the Code Enforcement Officer.

V. The Agreement was further amended on December 15, 2009.

A) The Amendment extended the Agreement for three (3) years to December 31, 2012.

B) The Amendment continued the equal sharing of the net cost and continued the payment of \$100 a month toward the provision of a vehicle for the Code Enforcement Officer.

VI. The Agreement was further amended on December 24, 2012.

A) The Amendment extended the Agreement to December 31, 2015.

B) The Amendment continued the equal sharing of net cost and continued the payment of \$100 a month toward the purchase of the vehicle for the Code Enforcement Officer.

VII. The Agreement was further amended on November 2, 2015.

A) The Agreement was continued until December 31, 2018.

B) The Agreement was modified that provided that the village would pay a flat fee of \$3,000 per calendar month plus \$100 a month for the Code Enforcement Officer vehicle.

C) The Amendment provide that either party could terminate the contract for the Building Department by a notice received prior to July 1 in any calendar year that the parties desire to terminate the contract on December 31 of that year.

WHEREAS, the Village has notified the Town prior to July 1, 2018 that they wish to terminate the Intermunicipal Agreement for the administration and enforcement of Zoning and Building Code and Planning Services on December 31, 2018.

A) The Village, as part of its notification, requested:

1) That the records maintained at the building Department on Village properties be transferred to the Village.

2) That the village would be hiring their own Code Enforcement Officer on or about July 1, 2018 and would no longer need the services of the current Code Enforcement Officer who is employed by the Town of Palmyra.

3) That both parties understand that the Village is obligated to pay to the Town the cost reserved in the Contract until December 31, 2018.

4) That they will begin operating their own Building Department.

5) That the Village will collect the fees when they begin operation of their department.

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreement, agree as follows:

1) That the Intermunicipal Agreement for administration and enforcement of Zoning and Building Codes and Planning Services dated November 18, 1996 as amended from time to time shall be terminated December 31, 2018.

2) That the Village of Palmyra shall fulfill its obligations on the existing Agreement as amended and pay \$3,100.00 per month monthly for each month in 2018 in 12 equal payments and those payments shall be paid in full thru December 31, 2018 before the transfer of files.

3) a) That the Village of Palmyra shall respond on any and all files transferred pursuant to this Agreement from time to time, without cost to the Town, to "FOIL" requests which involve Village properties which had been created while the Intermunicipal Agreement was in force.

b) That the Town of Palmyra shall have access to any and all files transferred pursuant to this Agreement from time to time without cost which are necessary to defend any litigation, administrative hearing or other inquiry in which the Town is required to furnish information by law.

c) As the records are transferred, the Village agrees to become responsible for "FOIL" requests for all records that have been transferred to the Village and will indemnify and hold the Town harmless from any and all claims for failure to furnish the information required by the "FOIL" request which have been filed with the Town about Village property after the Town has transferred the records to the Village. The "FOIL" requests shall be the sole obligation of the Village records manager and Village Code Officer for the Village properties where the records have been transferred and/or the Village is administering the Village Code

4) That the Village records held by the Building Department pursuant to the Agreement shall be transferred at the sole expense of the Village.

5) That the Village shall specify the records that they desire for each property. The Village shall sign a receipt for each record which they receive which receipt shall specify the contents of the record that was transferred. The Village understands that the record may contain tools like tax maps that are not part of the file.

6) a) Prior to and concurrent with the transfer of the records, the Village shall furnish to the Town e-mail addresses and phone numbers that can be given in response to phone inquiries which will be received until there is a new phone book.

b) The Village will, prior to the transfer of records, prepare at the Village's expense web pages and other information including forms that will be exclusively for Village use in the administration of building codes, zoning and planning.

7) The parties hereto understand that there are certain projects and/or open permits which the Building Department has been supervising and coordinating. In some cases these may be deposits or escrow funds or there may have been services performed for which payment has not been made. The parties have agreed to meet and review each case individually as to the status of the open permits. The funds in escrow in open Village files shall be transferred as part of the signing of the Intermunicipal Agreement, and escrow fees will now be the responsibility of the village to be refunded to the appropriate party upon final inspection.

8) The Village shall review the fee schedule and adopt such legislation as may be necessary so that the Town will not be liable for any fees that are turned over to the Village and will have no obligation in the event of litigation on any project where they have not received the fees. In that case the Village shall indemnify and hold the Town harmless from any and all claims.

9) The parties understand that the preparation of an assessment with fair treatment to all taxpayers depends on the timely update of the Assessor's records. The Village agrees that, at Village expense, it will provide the assessor on a weekly basis, hard copy (paper) of the following (but not limited to); building permits, certificates of compliance, certificates of occupancy, all

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sketches/ drawings associated with the permit, house numbers that are changed or issued, plans/prints of any kind (house, garage, cell tower, apartment, etc.), zoning board minutes, any paperwork that goes with building permits (including surveys), reports of fires and any damage done. This information is required for all building permits and items produced by the Village Code Enforcement Officer. The Village Code Enforcement officer will agree to meet with the Assessor's Office to answer any question that may arise.

10) Both parties understand and agree that the change in Building Code Enforcement and Planning in the Town of Palmyra and the Village of Palmyra shall be as transparent and as problem free as can be in the interest of serving all of the residents of the Town and the Village.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as approved by the respective Boards the day and year first above written (attach copy of Board minutes).

Motion to Adjourn Special Meeting: At 7:37 PM, Todd Pipitone made the motion to adjourn the meeting.

Second: Jim Welch

Vote: 3 Ayes. Carried

Respectfully submitted,

Irene Unterborn
Palmyra Town Clerk

ATTACHMENT A

**SEQR for the water replacement line running
from Canandaigua**

Regular Town Board Meeting
Thursday August 23, 2018
7:00 PM – PALMYRA TOWN HALL